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PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The Contractor shall provide the necessary supplies or services and prices/costs. The Schedule of prices tables for the Base Period and all Option Periods must be completed and submitted.

The Contract Line Item Numbers (CLINs) 0001-0005 (Base Year plus all Option Years) are Fixed Price CLINs. Contract Line Item Numbers 0006 and 0007 (Base Year plus all Option Years) are Time and Materials CLINs and are for use with special unanticipated projects. The Contracting Officer will issue task orders for use of the Time and Materials CLINs.

B.2 TASK ORDERS

- (a) The Contractor shall perform work under this contract as specified in written task order issued by the Contracting Officer.
- (b) Each task order will include (1) a numerical designation, (2) task description, (3) task requirements, (4) schedule of deliverables, (5) a request for a work plan, (6) identification of the period (base, option period 1, etc.) to which the Contractor shall not exceed.
- (c) (1) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer's Technical Representative a signed copy of the task order within one (1) calendar day after its receipt.
(2) Within five (5) calendar days after receipt of a task order, the Contractor shall submit two (2) copies of a work plan to the COTR and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical staffing plan and a detailed cost estimate.
(3) Within five (5) calendar days after receipt of a work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.
(4) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall immediately make an inquiry to the Contracting Officer. If the Contracting Officer disapproves a work plan, the Contractor shall not begin work until the problem causing the disapproval is resolved. In either case, the Contractor shall start work only when the Contracting Officer finally approves the work plan.
- (d) The Contractor shall complete the work required under this contract as described in the task orders' Statement of Work, and other terms and condition of the contract. If additional time and materials hours in excess of the estimated time and material hours of the task order are required to complete the work, the Contractor shall obtain the Contracting Officer's approval prior to proceeding with the work of the order. The Contractor is not authorized to exceed the estimate of required time and material hours of the approved work plan.
- (e) Task Orders shall not change any terms or condition of the contract. Where any language in the work assignments may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SCHEDULE OF PRICES****Base Year: August 10, 1998 through August 09, 1999*****File Maintenance Services:***

CLIN	Description	Unit	EST QTY	Price
0001	File Repository Maintenance Support Services	Lot	See Section C	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
0002	Miscellaneous Papers	Each	See Section C	\$
0003	Retirement of Files	Each	See Section C	\$
0004	Physical Inventory of all Files (Open & Boxed)	Each	See Section C	\$
0005	Re-boxing of Files	Each	See Section C	\$

Time (Labor Categories): CLIN 0006

CLIN	Description	Unit	Price
----	Director	Per Hr	\$
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials: CLIN 0007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.2 SCHEDULE OF PRICES****Option Year 1: August --, 1999 through August --, 2000*****File Maintenance Services:***

CLIN	Description	Unit	EST QTY	Price
1001	File Repository Maintenance Support Services	Lot	See Section C	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
1002	Miscellaneous Papers	Each	See Section C	\$
1003	Retirement of Files	Each	See Section C	\$
1004	Physical Inventory of all Files (Open & Boxed)	Each	See Section C	\$
1005	Re-boxing of Files	Each	See Section C	\$

Time (Labor Categories): CLIN 1006

CLIN	Description	Unit	Price
----	Director	Per Hr	\$
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials: CLIN 1007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.3 SCHEDULE OF PRICES****Option Year 2: August --, 2000 through August --, 2001*****File Maintenance Services:***

CLIN	Description	Unit	EST QTY	Price
1001	File Repository Maintenance Support Services	Lot	See Section C	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
1002	Miscellaneous Papers	Each	See Section C	\$
1003	Retirement of Files	Each	See Section C	\$
1004	Physical Inventory of all Files (Open & Boxed)	Each	See Section C	\$
1005	Re-boxing of Files	Each	See Section C	\$

Time (Labor Categories): CLIN 2006

CLIN	Description	Unit	Price
----	Director	Per Hr	\$
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials: CLIN 2007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.4 SCHEDULE OF PRICES****Option Year 3: August --, 2001 through August --, 2002*****File Maintenance Services:***

CLIN	Description	Unit	EST QTY	Price
1001	File Repository Maintenance Support Services	Lot	See Section C	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
1002	Miscellaneous Papers	Each	See Section C	\$
1003	Retirement of Files	Each	See Section C	\$
1004	Physical Inventory of all Files (Open & Boxed)	Each	See Section C	\$
1005	Re-boxing of Files	Each	See Section C	\$

Time (Labor Categories): CLIN 3006

CLIN	Description	Unit	Price
----	Director	Per Hr	\$
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials: CLIN 3007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.5 SCHEDULE OF PRICES****Option Year 4: August --, 2002 through August --, 2003*****File Maintenance Services:***

CLIN	Description	Unit	EST QTY	Price
1001	File Repository Maintenance Support Services	Lot	See Section C	\$

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
1002	Miscellaneous Papers	Each	See Section C	\$
1003	Retirement of Files	Each	See Section C	\$
1004	Physical Inventory of all Files (Open & Boxed)	Each	See Section C	\$
1005	Re-boxing of Files	Each	See Section C	\$

Time (Labor Categories): CLIN 4006

CLIN	Description	Unit	Price
----	Director	Per Hr	\$
----	Project Manager	Per Hr	\$
----	Assistant Project Manager	Per Hr	\$
----	Quality Control/Quality Assurance Manager	Per Hr	\$
----	Supervisor	Per Hr	\$
----	File Information Unit Support	Per Hr	\$
----	General Clerk IV	Per Hr	\$
----	General Clerk III	Per Hr	\$
----	General Clerk II	Per Hr	\$
----	Driver	Per Hr	\$
----	Messenger	Per Hr	\$
----	Data Entry	Per Hr	\$

Materials: CLIN 4007

CLIN	Description	Unit	Price
----			\$
----	Material Handling Fee		\$

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.0. STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

C.1.0 GENERAL

The objective of this acquisition is to provide the U.S. Patent and Trademark Office (PTO) with Contractor support for the file maintenance repositories support services (FMRSS). These services are defined into two categories: File Maintenance Services and File Maintenance Special Projects.

File Maintenance Services include:

- Management and quality control of the repositories
- Receipt and processing of new files
- Fulfillment of file requests from the repositories and the Federal Records Center
- File returns to the repositories and the Federal Records Center
- Filing of miscellaneous papers into files at the repositories
- Destruction of files when applicable
- Repairing of files wrappers when applicable
- Retirement of files when applicable
- Support in the File Information Unit
- Quality control and quality assurance for each file maintenance service

File Maintenance Special Projects include, but are not limited to:

- Processing of large volumes of base services
 - Processing of backlogs obtained from incumbent contract
 - Transition of files between shelves
 - Reboxing of files
 - Complete inventory of files at the repositories
 - Transitional activities associated with the file repository consolidation effort
 - Quality control and quality assurance for each file maintenance special project
-
- The PTO has made a commitment to select a Contractor who will provide the PTO, and its customers, with timely and efficient file retrieval and delivery services. The goal for file retrieval and delivery to the appropriate customer (members of the public and PTO employees) is currently six working hours after

receipt of the request. The Contractor shall provide at a minimum truck size a cargo van and a 24 foot truck.

C.1.0 (Continued)

There are two file repositories where a variety of Patent and Trademark files are maintained. The PTO is currently transitioning the files from the three repositories to one located in Springfield, VA. Within the repository, files should be maintained in an organized and orderly fashion to facilitate timely file retrieval and refiling.

Daily pick-ups and deliveries of files are made between each of the file repositories and approximately 17 buildings located within the Crystal City Campus. In addition, the Contractor will have the sole responsibility for the transportation of all materials (e.g., boxes, files, etc.) to and from the Federal Center in Suitland, MD.

C.2.0 FMRSS SCOPE OF WORK

The FMRSS scope of work includes all file maintenance services as identified in Section C.

FMRSS includes the overall responsibility for filing and retrieval of all patent and trademark related files, miscellaneous papers, and specimens (e.g., t-shirts, coffee cups, etc.) as requested by both PTO employees and members of the public. The accuracy and timeliness in fulfilling the services are critical to the acquisition objective. The scope of work is further defined by each service that will be required by the Contractor:

C.2.1 Management and Quality Control of the File Repositories

The Contractor shall be responsible for the overall management of the file repositories to include, but not limited to the following:

- Safeguard all files, documents, and specimens maintained at the repositories and those in their possession during transition to/from either PTO's campus in Crystal City, VA or the Federal Records Center, Suitland, MD.
- Maintain files by file type and numeric sequence (i.e., patent number files all patent files together and in sequential order).
- Replace boxes containing files when existing boxes are worn. All files maintained in boxes should be of the same file type and in sequential order.
- Repair file wrappers when wrappers are damaged and routine destruction of files when applicable.
- Replace bar code labels when existing labels are no longer readable or have been torn off the file wrappers.

C.2.1 (Continued)

- Forward unusable file wrappers (i.e., those beyond repairs) to the designated PTO program office for replacement.
- Delivery and pick-up service to PTO program offices located on the PTO's campus in Arlington, VA. The number of program offices ranges anywhere from 100 - 150. However, the Contractor must remain flexible and demonstrate the ability to adjust workloads based on the number of designated program offices. As a minimum requirement, program offices should have at least two visits per day for the pick-up and delivery of files.
- PTO's File Information Unit will require, at a minimum, pick-up/delivery services five times a day.

The chart below identifies those files currently maintained at the repositories:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Abandonments	• Abandonments
• Defensive Publications	• Cancellations
• Interferences	• Interferences
• Designs	• Oppositions
• Patent Cooperation Treaty (PCT)	• Registrations
• Plant	
• Provisionals	
• Reexams	
• Reissues	
• Utility	

The current repositories, as well as the new repository, will include a combination of open-faced and boxed shelving configurations for the organization of the files. The chart below identifies the approximate volume of files for each of the shelving types at the two current repositories:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Open-Faced Shelving 294,800 files	• Open-Faces Shelving 1,136,900 files
• Boxed Shelving 1,684,500 files	• Boxed Shelving 160,000 files

C.2.1 (Continued)

Once the transition from the two existing repositories is completed, it's anticipated that the new repository will have the following shelving type and file volumes:

<i>Patent File Types</i>	<i>Trademark File Types</i>
<ul style="list-style-type: none"> • Open-Faced Shelving CURRENT FILES AND ALL FUTURE NEW FILES 	<ul style="list-style-type: none"> • Open-Faced Shelving ALL CURRENT FILES AND ALL FUTURE NEW FILES
<ul style="list-style-type: none"> • Boxed Shelving CURRENT FILES 	<ul style="list-style-type: none"> • Boxed Shelving NONE

C.2.2. Receipt and Processing of New Files

The Contractor is responsible for the processing of all newly issued patent and trademark files at the file repositories. Each of these types of files is processed in a similar fashion with only a few exceptions.

Newly issued patent files are those files that have been patented, printed for publication, and are awaiting official release by the PTO. The Contractor is responsible for the timely processing of these files to facilitate file retrieval requests at the onset of the official patent grant notification to all customers of the PTO. Processing includes either picking up the files and their related soft copies from a designated program area at the PTO's campus in Arlington, VA, and transporting them to the file repository; or, having the files and their related soft copies delivered directly to the file repository by the PTO's publishing contract staff. Once at the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), inter-filed in their respective files (i.e., soft copies), and placed in their appropriate location in the repository by type and numeric sequence. Files should be completely processed prior to the issue date. New patent issues are estimated to be between 13,000 - 15,000 files per month. In addition, on special occasions, the Office will have workloads that constitute increases in the anticipated workload.

Newly issued trademark files are those files that have been registered by the Office. The Contractor is responsible for the timely processing of these files to enable them to respond to requests for these files within 24 hours after receipt at the file repositories. Processing includes either picking up the files from a designated program area at the PTO's campus in Arlington, VA and transporting them to the file repository; or having the files delivered directly to the file repository by a third party (i.e., Contractor). Once at

C.2.2 (Continued)

the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), and placed in their appropriate location in the repository by type and numeric sequence. Trademark new issues are estimated to be between 3,500 - 5,500 files per week. In addition, on special occasions, the Office has workloads that will constitute increases in the anticipated workload.

On rare occasions, new issues will be rejected. Rejected simply refers to the quality of the printing and publication product that is performed by a separate party. If an issue is rejected, the Contractor will receive a request to retrieve the issue and package it for return to the appropriate program office. During this phase, the files will need to be inventoried to update their location from the repository to the PTO program area and packaged for transportation. Files will be picked up from the repository by the designated office for action to correct the quality of the print/publication. At the conclusion, the issue will once again be sent to the Contractor for processing. Processing should be in accordance with a new issue received for the first time.

In addition to the above examples, there will be a variety of other file types that will be sent to the file repository for the first time. These types of files include, but are not limited to, patent and trademark files that are abandoned, provisional files, etc. The Contractor is responsible for the timely processing of these files to enable them to respond to requests for these files within 24 hours after receipt at the file repositories. Processing includes picking up the files from a designated program area at the PTO's campus in Arlington, VA and transporting them to the file repository. Once at the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), and placed in their appropriate location in the repository by type and numeric sequence. Other file types are estimated to be between 6,000 patent files and 2,000 trademark files per week. In addition, on special occasions, the Office will have workloads that constitute increases in the anticipated workload.

C.2.3. File Requests

The Contractor is responsible for the processing of all file requests. Files received in the previous section will be requested by various PTO program offices to include the File Information Unit, which submits requests on behalf of the members of the public. Requests are predominantly through the Palm Locating and Monitoring System (PALM) and the Trademark Reporting and Monitoring System (TRAM). Requests may also be received through other media, such as fax, e-mail, telephone calls, and paper documents.

C.2.3 (Continued)

Requested files are retrieved from their storage location within the repository and inventoried to change the location from the repository to the requester's location. In the event that a file cannot be located within the repository, the requester is notified within a required timeframe. Requested files, which were retrieved and inventoried are delivered to the PTO program office, which requested the file at the PTO campus in Arlington, VA. Requested files should be delivered to the requesting office within 6 working hours of the request. The current volume of requests is approximately 15,000 patent files per month and 9,500 trademark files per month. In addition, on special occasions, the Office will have workloads that will constitute increases in the anticipated workload.

C.2.4 File Requests from the Federal Records Center (FRC)

The Contractor is responsible for the processing of all file requests. In the event that the file requested is not at the repository but has been retired to the FRC, the Contractor is responsible for submitting a request to the FRC for retrieval of the file. The request may be submitted in electronic form or, in the event of system downtime, the request may be submitted through other media, such as fax, e-mail, telephone calls, and paper documents.

All requests for the FRC must be processed by the FMRSS staff within one-hour of receipt. The FRC is responsible for pulling the file and placing it in the PTO's designated pick-up area. The Contractor is responsible for pick-up of the file from the FRC. Once the Contractor has returned with the file to the file repository, the file must be inventoried to update the location from the repository to the requester's location. In the event that a file cannot be located at the FRC, the requester is notified in a timely fashion. Requested files, which were retrieved and inventoried are delivered to the requesting PTO program office at the PTO campus in Arlington, VA. Requested files should be picked up and delivered to the requesting office within 4 working hours after becoming available to the PTO for pick-up from FRC. The current volume of requests for files retired to the FRC is approximately 300 per week. In addition, on special occasions the Office will have workloads that constitute an increase in the anticipated workload.

C.2.5 File Returns

The Contractor is responsible for the processing of all files returned to the repository. Files that have already been processed at the repository and have since been requested, will eventually be returned to be refiled. The Contractor will be responsible for picking up files at designated program areas at the PTO's campus in Arlington, VA. Files to be returned to the repository are placed in these designated areas by the PTO staff. The returned files are inventoried at the repository to update their location to reflect the repository. The files are sorted by type, placed in numerical sequence, and filed in their respective location within the repository in sequential order. Returned files should be processed at the repository within 4 working hours after picking up the files. The current

C.2. 5 (Continued)

volume of returned files is approximately 16,000 patent files per month and 9,500 trademark files per month. In addition, on special occasions, the Office will have workloads that constitute increases in the anticipated workload.

C.2.6 File Returns from the Federal Records Center

The Contractor is responsible for the processing of all files returned to the repository. The Contractor will be responsible for picking up files at designated program areas at the PTO's campus in Arlington, VA. Files to be returned to the repository are placed in the designated areas by the PTO staff. In the event that the file was previously retired to the FRC, the Contractor will maintain the file at the repository for a specified period of time (i.e., 30 days) before returning it to the FRC. This is necessary to better serve our customers in the event that the file is requested again. Immediately upon receipt of the files at the repositories, the returned files are inventoried at the repository to update their location. The files are sorted by type, placed in numerical sequence, and filed in a special area of the repository. At the conclusion of the specified time period, the files will be transferred back to the FRC. Transfer includes the inventorying of the files to update their location at the FRC and transporting the files to the FRC.

C.2.7 Miscellaneous Papers

The Contractor is responsible for the processing of all patent and trademark miscellaneous papers and specimens that are received at the repository. The Office will determine which papers and specimens require insertion in the files at the repository. In the event that unauthorized papers are received by the Contractor, the papers should be sent back to a designated PTO program office for further action. The Contractor shall pick-up miscellaneous papers and specimens from designated PTO offices and deliver the papers to the file repository. Upon receipt in the repository, the Contractor shall two-hole punch each paper, retrieve the corresponding file, insert the paper in the file, and return the file to its appropriate location of the proper shelf. All miscellaneous papers and specimens shall be placed inside the corresponding file and returned to the proper shelf location within 8 working hours after they are picked up from the PTO designated office. It is anticipated that approximately 500 trademark-related papers and specimens and 10,000 patent-related papers will need to be placed in the files each month. In addition, on special occasions, the Office will have workloads that will constitute an increase in the anticipated workload.

C.2.8. Destruction of Files

The Office will determine which files and/or volume of files are to be destroyed on a periodic basis. The Contractor is responsible for performing the required steps to ensure the authorized files are properly destroyed in accordance with the office policy. Timeliness of destruction will be set forth for each request. On an average, 115,000 trademark files will be destroyed during each year and no patent files.

C.2.9 Retirement of Files

The Contractor will receive a request from the Office to prepare files for retirement to the FRC in Suitland, MD. Preparation of files will include inventory of each file to update its location from the repository to the FRC and packaging of the files in boxes. Each box should contain files of the same type and in sequential order. Boxes should be clearly labeled on the outside and prepared for transportation. In addition, the Contractor will be responsible for the development of a list that clearly defines each box and its associated contents. This list will be used to prepare the official documentation required for retiring files to the FRC. The Contractor will be responsible for the transportation of these files from the repository to the FRC. The Contractor will be responsible for processing of files for retirement in a specified timeframe after receipt of the request from the Office. Specific timeframes and volumes will vary and will be handled on a case-by-case basis. The Office anticipates that the retirement of files will be dramatically reduced after the base year of this contract.

C.2.10 File Information Unit

The Contractor will be responsible for receiving and sorting patent files from the files repositories at the File Information Unit. Processing will include inventorying the files at the File Information Unit and sorting them for accessibility by the File Information Unit's staff. Also, the Contractor will be responsible for preparing files to be shipped back to the files repositories. Processing for these files will include inventorying the files and preparing them for shipment in mailbags for the files repositories. There will be approximately 2,500 patent files received at the File Information Unit and 2,500 shipped to the file repositories on a weekly basis.

C.2.11 Quality Control and Quality Assurance

The Contractor is hereby advised that current FMRSS quality controls shall be implemented by the Contractor to ensure work is performed with a strong emphasis on customer service and a high level of quality in accomplishing each of the services defined in the previous sections. The Contractor will become a partner with the Government and work with the Government to achieve error-free file maintenance. A comprehensive Quality Control (QC) plan will be required that establishes performance-oriented quality measures to track performance against stated customer

C.2.11. (Continued)

services goals and results. The purpose of the QC plan will be to initiate and stimulate action. Emphasis will focus on error prevention and timeliness. The QC plan shall address all functional areas described in the Project Agreement/SON/RFP. The Contractor and the Government will work together to choose quality measures and ensure that all customer service standards and needs are met. Overall the QC plan would address the monitoring of the contract cost, scheduling of services, technical performance, and quality.

C.2.12 Transitional Activities Associated with the File Repository Consolidation Effort

The PTO is currently in the process of consolidating from two file repositories to one central repository. Through this consolidation effort, the PTO is expecting to achieve several benefits to include, but not limited to, the following:

- Improved accountability of files maintained at the repository.
- Improved customer satisfaction.
- Stated turnaround times for fulfilling requests to be met with few exceptions.
- Increased capacity to allow file growth through fiscal year 2004.
- Increased space utilization.

During the consolidation effort, the Contractor shall fulfill the file maintenance services stated herein and within the associated time frames. All proposed changes to requested time frames must be documented and approved by the PTO.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES FIXED-PRICE	AUG 1996
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

US Patent and Trademark Office
Repository locations (i.e., Springfield, Newington, Cinderbed, Virginia).

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of the contract is from the effective date of the contract through August 9, 1999. The contract is for a base period and four (4) option periods.

F.3 DELIVERY LOCATION

Shipment of deliverable items, other than reports, shall be to all of the Patent and Trademark Office areas and Federal Record Centers.

F.4 PRINCIPAL PERIOD OF OPERATION (PPO)

The PPO shall be an 8 ½ hour period, local time, Monday through Friday, unless otherwise specified.

Cinderbed: Hours of Availability:

- Monday through Friday
- 7:00 am through 4:00 pm (upper level)
- 6:30 am through 5:00pm (lower level) (Core Hours: 8:30 am 0 4:00 pm)

Fullerton Center: Hours of Availability:

- Monday through Friday
- 6:30 am through 3:00 pm

Springfield: Hours of Availability:

- Monday through Friday
- 7:00 am through 5:00 pm (Core Hours: 8:30 am – 4:00 pm)

F.5 CONTRACTOR MEETINGS AND REPORTS

The Contractor shall be required to meet with the COTR and submit reports as further described below.

F.5.1 Contractor Meetings between the Project Manager and COTR

The Contractor's Project Manager shall meet with the COTR, and if necessary, the Contracting Officer, weekly during the first month of the contract. Meetings shall be bi-weekly thereafter and/or at the discretion of the COTR. Information that should be discussed at these meetings includes, but is not limited to, the exchange of information about all facets of the FMRSS file maintenance services and file maintenance special projects, identification of problems, proposal of streamlining of operations, etc.

However, a meeting shall be held between the COTR and Project Manager whenever a Contract Discrepancy Report is issued by the COTR. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be signed by the Project Manager and the COTR. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the Contracting Officer any areas wherein the Contractor does not concur.

The Contractor shall be responsible for maintaining correct records and information required to fulfill the Contractor reporting requirements as specified in these specifications. To include, but not limited to,

F.5.2 Monthly Status Report

The Contractor shall be responsible for submitting monthly status reports to the COTR by the 5th of each month which will encompass the previous month. This report should identify, but not limited to, problem areas, new ideas for streamlining the process, requests for equipment/supplies, quality control/assurance, and monthly workload numbers for each of the file maintenance services and file maintenance special projects.

F.5.3 Damage Report

The Contractor shall be responsible for submitting damage reports in all instances where the Government property and equipment are damaged by Contractor personnel. This report should be forwarded to the COTR within 24 hours of each occurrence.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, _____
_____. His telephone number is Area Code _____.

(b) The responsibilities and limitations of the COTR are as follows:

(1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.2 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

Item No.	Description	Quantity	Delivery Date
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(See Government Furnished Property Listing in Section J.)

G.3 Invoices

(a) Invoices (original and four copies) shall be submitted to **the U.S. Patent and Trademark Office, Office of Finance, BOX 17, Crystal Park Building 1, Room 802B, Washington, D.C. 20231.** To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of business concern, invoice number and invoice date.
 - (2) Contract number and task order number (if applicable), or other authorization for delivery of property or services.
 - (3) Description, contract line item number (CLIN), quantity, unit price, and total price of property and services actually delivered or rendered.
 - (4) Shipping and payment terms.
 - (5) Name (where practicable), title, phone number, and complete mailing address of responsible office to whom payment is to be sent.
 - (6) Other substantiating documentation (i.e. a copy of the corresponding task order) or information as required by the contract.
- (b) To assist the Government in making timely payments, the Contractor is requested to furnish additional information as may be requested.
- (c) Invoices shall be submitted on a monthly basis.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT**

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

PERIOD	START DATE	END DATE
Option I	August 10, 1999	August 9, 2000
Option II	August 10, 2000	August 9, 2001
Option III	August 10, 2001	August 9, 2002
Option IV	August 10, 2002	August 9, 2003

H.2 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.3 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Assistant Project Manger
Repository Supervisor
Quality Control/Quality Assurance Manager

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.4 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

H.4 (Continued)

Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather condition. The COTR will notify the contractor when early release of Federal employees has been authorized.

H.5 PREFERENCE FOR HIRING OF INCUMBENT PERSONNEL "RIGHT OF FIRST REFUSAL"

The Contractors shall give incumbent Contractor's employees displaced, as a result of a conversion to contract, the right of first refusal for employment on the contract in positions for which they are qualified and for which the Contractor is hiring.

H.6. SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the contractor's employees who will work on the premises of the Herbert C. Hoover building (HCHB) or other Commerce building or facility used for Government operations shall be required to undergo specific suitability assessment processing.

(1) Suitability or Risk Level

The suitability or risk level for this contract has been determined to be: moderate.

(2) Contractor Performance Requirements

(a) The contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be an U.S. Citizen, or if a non-U.S. citizen, have official legal status in the United States and have continuously resided in the United States for the last FIVE years.

(b) Prior to commencing work under this contract, the contractor shall submit or have their employee submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the Contracting Officer's Technical

H.6. (Continued)

Representative (COTR) for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable will be provided by the servicing security officer.

(c) The contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.

(d) The contractor shall immediately remove any employee from any work requiring access to Commerce buildings or facilities if directed in writing by the Contracting Officer.

(e) Failure to comply with the suitability processing requirements may result in termination of the contract for default.

(3) Government Responsibilities

(a) The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.

H.6 (Continued)

(b) The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.

(c) The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:

(i) Conviction of a felony, a significant history of violent behavior or moral turpitude.

(ii) Falsification of information entered on suitability screening forms or of other documents submitted to the Department.

(iii) Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(iv) Any behavior judged to pose a threat to personnel, property or programs of the Department.

(d) In as much as this contract does not involve access to national security classified information the Government will not use the resultant suitability or risk assessment processing as a basis to issue a security clearance to any employee associated with this contract.

H.7 CONTRACTOR EMPLOYEE IDENTIFICATION

The Contractor's personnel must be readily recognizable as such while in the PTO and Department of Commerce (DOC) facilities. The Contractor shall provide the COTR with a list of employees authorized to work at the PTO facilities. The PTO will provide the Contractor's personnel with PTO identification badges. Further, the Contractor shall be responsible for acquiring an appropriate number of company badges at his/her own expense. It is mandatory for the Contractor's personnel to wear both the company badge (which clearly indicates the company name, the employee's name, and the employee's picture is optional) and the PTO identification badge at all times while in PTO facilities. All PTO identification badges must be returned to the COTR or designee upon separation of an employee or upon completion of the contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	OCT 1997
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	OCT 1995

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 1995
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS - ALTERNATE II	JAN 1986
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984

I.1 (Continued)

	NUMBER	TITLE	DATE
	52.232-11	EXTRAS	APR 1984
	52.232-17	INTEREST	JUN
1996	52.232-18	AVAILABILITY OF FUNDS	APR 1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
	52.232-25	PROMPT PAYMENT	JUN 1997
	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
	52.233-1	DISPUTES	OCT 1995
	52.233-3	PROTEST AFTER AWARD	AUG 1996
	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
	52.242-13	BANKRUPTCY	JUL 1995
	52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR HOURS	JUL 1995
	52.243-7	NOTIFICATION OF CHANGES	APR 1984
	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	OCT 1997
	52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS OR LABOR HOURS)	APR 1965
	52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
	52.245-1	PROPERTY RECORDS	APR 1984
	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) Alternate I (APR 1984)	DEC 1989
	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
	52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Section I

I.3 (Continued)

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission

I.3 (Continued)

that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a

I.3 (Continued)

covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

I.3 (Continued)

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services.

I.3 (Continued)

Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure. (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using unappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

I.3 (Continued)

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

I.3 (Continued)

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

I.4 (Continued)

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 10, 1998 through August 9, 2003 .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail.

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Section I

I.5 (Continued)

Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 15,000,000 files ;

(2) Any order for a combination of items in excess of 20,000,000; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

I.7 (Continued)

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 9, 2003 .

I.8 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I.9 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause-

(1) Includes, but is not limited to, openings that occur in jobs categorized as-

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and

I.9 (Continued)

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not

I. 9 (Continued)

connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

I.9 (Continued)

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

I.10 (Continued)

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage-Fringe Benefits
Manager	\$22.01
General Clerk II	\$ 9.17
General Clerk III	\$10.25
Key Entry Operator I	\$10.05
Driver/Messenger	\$10.42

I.11 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 Government Furnished Equipment List

J.2 Wage Determination #94-2103 (!4)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: **Error! Bookmark not defined..**

Please access this Section K electronically at **Error! Bookmark not defined.**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (APR 1998) (DUNS) NUMBER	
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Requirements with Time and Materials CLINS contract resulting from this solicitation.

L.3 1352.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Patent and Trademark Office
Office of Procurement - Box 6
Crystal Park Building 1 - Rm. 810
Washington, D.C. 20231
ATTN: Dora Sanders

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (c) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.6 REGULATORY NOTICE

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

L.7 INQUIRIES

Inquiries, requests for clarification, and all correspondence concerning this solicitation document shall be submitted via e-mail only to the following address:

E-Mail: **Error! Bookmark not defined.**

No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from offerors. The Government will provide written responses to offeror's questions about the Government's requirement if they are received within 10 calendar days before the closing date specified in Block 9 of the SF 33. The Government will distribute these responses on the PTO website at **Error! Bookmark not defined..** However, those responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the Request for Proposal (RFP).

L.8 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.9 SUBMISSION OF PROPOSALS

All proposals shall be submitted in the formats and quantities specified below:

- (a) Standard Form 33 - one (1) original and 3 copies
- (b) Technical Proposal (Final revisions to Capability Statement, Description of Approaches, if applicable - ten (10) copies
- (c) Cost/Price Proposal - ten (10) copies

L.10 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business

L.11 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST
PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Mr. James R. Lynch
Comptroller and Deputy Chief Financial Officer
The Patent and Trademark Office

L.11 (Continued)

Crystal Park, Suite 805
2011 Crystal Drive
Washington, D.C. 20231
FAX No. 703-305-9038

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel for Finance and Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

L.11 (Continued)

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

L.11 (Continued)

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

L.11 (Continued)

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.12 NEWS RELEASES

Offerors will make no news releases pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.13 INCURRING COSTS

The Government shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to this solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.14 POST-AWARD CONFERENCE

A post award conference with the successful offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award. The conference will be held at: [TBD at time of award].

L.15 EVALUATION OF PROPOSALS

The Government will evaluate proposal and make an award in accordance with the evaluation criteria originally set forth in the Project Agreement and hereby repeated in Section M of this Statement of Need (SON/Request for Proposal (RFP)).

L. 16 DISPOSITION OF PROPOSALS

At least one copy of each proposal will be retained by the office issuing this solicitation, and the remainder will be destroyed. No destruction certificate will be issued for proposals that are destroyed.

L.17 PROPOSAL SUBMISSION AND CONTENT

Offerors shall provide 10 copies of their response to the SON/RFP **not later than 3:00 p.m. local time Tuesday, July 28, 1998,** in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Dora Sanders. All documents shall be delivered as a single package. Depending on the mode of delivery, Offerors's response should be addressed as follows:

MAIL

U.S. Patent and Trademark Office
Office of Procurement – Box 6
Washington, D.C. 20231
ATTN: Dora Sanders

HAND DELIVERY/EXPRESS MAIL

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, CPK 1, Room 810
Arlington, VA 22202
ATTN: Dora Sanders

Offerors shall be responsible for accessing the web page (**Error! Bookmark not defined.**) for any changes to this RFP. All changes, questions, and answers shall be posted at this location.

L.18 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

The following instructions for the preparation of proposals were provided to the Offerors under the Project Agreement. Please proceed to instructions for submission of proposals in response to the SON/RFP, Phase II, at Section L.19.

PHASE I - FORMAT OF OFFEROR RESPONSES TO PROJECT AGREEMENT

L.18 (Continued)

A. CAPABILITY STATEMENT

The Capability Statement shall not exceed ten (10) pages total, inclusive of all offeror attachments. A one (1) page executive summary and the certified financial statement shall not be considered part of the total ten (10) page limit. The Capability Statement shall be comprised of the four sections identified below and shall apply to all companies proposed as part of any teaming arrangement to include a description of the services that they will provide. Also, teaming arrangements who the offeror proposes to perform 20% or larger of the work will be required to provide at least 2 Past Performance References. Extraneous material will not be considered for evaluation.

1. Experience in delivering similar services: This section shall demonstrate the offeror's experience and ability to provide skilled personnel and the ability to manage requirements which are the same or similar to those addressed in the Project Objective. *(This is included in the 10-page limit)*
2. List of current or previous contracts: For contracts received after 1993, the offeror shall provide a point of contact, contract title, contract number, period of performance, dollar amount, and description of the work performed on Government and/or commercial contracts. This list should include as many entries as possible from the most relevant, the most recent, and the largest dollar awards. A single contract may be in more than one category. *(This is included in the 10-page limit)*
3. Financial statements: The offeror shall provide financial statements for year end 1995 to present, certified by independent auditors in accordance with the generally accepted accounting principles and auditing standards. *(This is not included in the 10-page limit but as an attachment)*
4. Corporate history, resources and infrastructure. *(This is included in the 10-page limit)*

B. PAST PERFORMANCE REFERENCES

Ten (10) Government and/or corporate references for the past five (5) years shall be submitted other than those identified in Section A. In addition, teaming arrangements who the offeror proposes to perform 20% or larger of the work will be required to provide at least two (2) Past Performance References. These references should have contact information naming those person(s) most responsible for the day-to-day contract operation and administration. Any information found to be unreliable may result in a negative rating to the offeror. If an offeror is not able to provide ten (10) references, the

L.18 (Continued)

offeror shall certify that the references provided are all of the references available as of the date of submission of the Capability Statement. False information provided concerning references or offeror certifications will result in the PTO not considering an offeror for award of any resulting contracts. The purpose of requesting ten (10) references (if available) is to provide the PTO with an adequate sampling of past performance information in the event references fail to provide needed information or are no longer available to provide the information. As stated, if an offeror cannot provide ten (10) references, a certification so stating is required.

C. CERTIFICATIONS AND REPRESENTATIONS

The Certifications and Representations provided at <http://www.uspto.gov/go/proc/conops> with this Project Agreement will be completed and submitted with the Capability Statement.

D. DESCRIPTION OF APPROACHES

The offeror shall provide a description, not to exceed fifteen (15) pages in length, of approaches capable of meeting the Project Objective. This description must include, at a minimum, the position title, skills involved at that position, and number of personnel proposed for each position. This approach should also include a plan that addresses varying workload levels and how the offeror intends to address the quality control and quality assurance requirements. Offerors are advised that the concepts provided in response to this Project Agreement may be incorporated into the SON.

Offerors have a unique opportunity under this Project Agreement. In a recent Presidential Executive Memorandum to the Heads of Executive Agencies to promote the Federal hiring of welfare recipients, the President stated that he has also urged businesses across the Nation to offer jobs to welfare recipients. In furtherance of this goal, PTO highly encourages offerors on this Project Agreement to propose the hiring of welfare recipients in meeting requirements of the Project Objective. Accordingly, an offerors' intent and proposal to hire welfare recipients to fulfill contract requirements will be a key discriminator during evaluation of the viability, innovation and flexibility of approaches. Proposals should address the Offeror's program to effectively manage, hire, train and retain these individuals. Offerors are encouraged to propose the use of these individuals to the maximum extent possible. The offeror will not only be evaluated on their projected percentage of use welfare recipients, but also on their strategy for training and providing opportunity for growth and retention. Simply proposing the use of welfare recipients will not guarantee that an offeror will be selected to proceed in the acquisition

L.18 (Continued)

process. Those offerors that do propose credible use of welfare recipients will be given additional consideration in the evaluation process.

E. COST ESTIMATE

The Project Team is seeking unique and innovative cost solutions associated with the offerors' technical approaches in meeting the Project Objective. The offerors shall demonstrate how their cost approach will provide the best overall value to the Government. Offerors shall provide a cost estimate for the approach or solution to meet the Project Objective along with the basis for the estimate. Offerors are requested to propose the type of contract associated with their technical approach. Offerors must fully and adequately explain their cost estimates and chosen cost solutions. The Government acknowledges that the inclusion of welfare recipients in their proposals may impact their total estimated cost. The Cost Estimate may not exceed three (3) pages. Cost Estimates, although not scored, will be evaluated for fairness, reasonableness and realism to determine the ultimate cost to the Government.

Ten (10) copies of the proposal shall be submitted in paper form and on a 3.5", High Density diskette, formatted for IBM compatible personal computers, in Microsoft Word 6.0 and formatted for 8 1/2" by 11" white, untextured paper, single spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch.

L.19 PHASE II - FORMAT OF OFFEROR RESPONSES TO STATEMENT OF NEED (SON)/REQUEST FOR PROPOSAL(RFP)

The Offerors shall submit in response to the SON/RFP the following:

A total of ten (10) copies of the proposal shall be submitted in paper form and on a 3.5", High Density diskette, formatted for IBM compatible personal computers. The proposal shall be in Microsoft Word 6.0 and formatted for 8 1/2" by 11" white, untextured paper, single space. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch.

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable as a result. The Government is not obligated to request additional information from any offeror in order to make determination of acceptability.

L.19 (Continued)

Telecopier proposals and modifications of proposals are not permitted and will be disregarded if received.

Offerors are required to submit the following in response to the SON/RFP:

- Revised Description of Approaches, if necessary.
- Revised Staffing Plan (to include resumes of key personnel)
- Revised Cost Estimate

2. Revised Description of Approaches (Technical and Management) to include Quality Control and Quality Assurance

The offeror shall refine its technical approach submitted in response to the Project Agreement in order to demonstrate the offeror's capability of meeting the requirements of the PTO as stated in Section C. of the RFP. The offeror shall describe their approach to transitioning from the current contract to this contract (See Section C.2.12). The offeror must describe how this transition will be accomplished without disruption to the services required by the PTO. This section is limited to ten (10) pages.

3. Revised Staffing Plan

This section shall demonstrate the offeror's capability of providing and retaining the required personnel for performance under any resulting contract. This section is limited to a maximum of five (5) pages. Resumes and contingency hiring agreements shall not be included in the five (5) page limit.

Resumes shall be limited to two (2) pages and, at a minimum, should include name, title, experience, qualifications (including previous assignments), percent of time dedicated toward this project, and whether the individual is employed by the prime or a subcontractor.

Sample resumes shall be provided for each skill set proposed by the offeror. Those personnel who are proposed as a subcontractor shall be appropriately identified. Resumes shall be limited to two (2) pages.

The offeror shall demonstrate that the necessary personnel resources are available to satisfy the requirements of this SON/RFP. The offeror shall provide a narrative description of how the offeror's staffing, recruitment, and compensation plans ensure that the required personnel resources will be maintained during the performance under the project. The offeror shall provide average turnover rate, in months of employment, and

L.19 (Continued)

how the offeror's staffing, recruitment, and compensation plans relate to employee turnover. This narrative description may not exceed three (3) pages.

4. Revised Cost Estimate

Offerors shall provide complete pricing in Section B (the Schedules) for a Firm Fixed Price, Requirements type contract for the file maintenance services (CLINs 0001-0007, together with fixed labor rates for the Unanticipated File Maintenance Projects CLINs (0008 and 0009) on a Time and Materials CLINS basis in accordance with Section B, Schedule of Prices table (base year and all option years) of the SON/RFP. Offerors must fully and adequately explain the cost estimates to include those costs for the subcontractor. Cost proposals, although not scored, will be evaluated for fairness, reasonableness, and realism to determine the ultimate cost to the Government.

Documentation to Support Costs: The Offeror shall provide separate cost proposals for each contract year as well as a summary cost proposal for the total period.

Additional, documentation shall be provided to support the basis for each cost element, i.e., breakdown of direct labor costs by labor category, including number of labor-hours and current actual or average hourly rates; cost breakdown of supplies, equipment costs and other direct costs. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The identification of all proposed equipment that will be employed or used; consultants and subcontractors.

Compliance with Service Contract Act Wage Determination: Identify all employee classifications that will be subject to the provisions of the Service Contract Act. List the minimum amount required to be paid per hour by the Wage Determination and the amount to be paid to the employee. This must take into consideration the fringe benefit requirements specified in the Wage Determination. For all proposed employee classifications for which there is not a specific corresponding classification with the Wage Determination, provide the basis for your determination that the conformed rate provides a reasonable relationship to the prescribed classifications.

Cost Realism: An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Cost realism includes verifying that labor rates and indirect costs are current, realistic, auditable and reasonable. The same criteria applies to indirect rates, including, but not limited to, overhead, fringe, and general and administrative expenses. Reimbursable Government Non-Proposed other direct costs shall also be included in the total price. Any significant inconsistency, if unexplained, raise a fundamental issue of the offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, may be grounds for rejection of the proposal,

L.19 (Continued)

The burden of proof as to cost credibility rest with the Offeror. The Government intends to employ DCAA auditors to substantiate rates, as required.

5. Representations, Certifications, and Other Statement of Offeror and Past Performance

The Project Team will use the Representations, Certifications, and Other Statement of Offeror and the Past Performance information previously submitted in response to the Project Agreement for the FMRSS requirement.

Failure to submit proposals in compliance with these minimum requirement may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

L.20 PRICE PROPOSALS

Because the Government anticipates adequate price competition, offerors are not required to submit detailed cost data with their proposals. If the Government determines that additional data is needed to conduct effective or meaningful negotiations or to establish the reasonableness of proposed prices, offerors may be required to provide additional cost or price data.

L.21 TEAMING/SUBCONTRACT INFORMATION

Offerors shall disclose the use of all proposed teaming/subcontract arrangements who the offeror proposes to perform 20% or larger of the work. For these teaming/subcontracts performing 20% or larger of the work, the following information must be furnished:

- Firm Name
- Address
- Point of Contact
- Contact Telephone
- Value of Teaming/Subcontract (base plus option periods)
- Role in the Contract
- Teaming/Subcontract Type (i.e., fixed price, cost reimbursable)
- Place of Performance

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION FOR AWARD OF THE CONTRACT

To evaluate offers for award purposes submitted in response to both the Project Agreement (PA) and Statement of Need (SON), the Project Team will use a “best value” evaluation to determine which offer is most advantageous to the Government. That is, the Project Team will select the solution that offers the best value to the Government, price and other factors considered. In making this selection, the Project Team is more interested in obtaining excellent past performance, experience and approaches, quality control and quality assurance, and resources than in making an award at the lowest cost, using the evaluation criteria as set forth in the Project Agreement Step 3 (see below). The Project Team will also identify risks, benefits and the likelihood of success associated with each proposal(s) and may make a further down-select.

M.2 (Continued)

PROJECT AGREEMENT STEP 3. REVIEW OFFERORS' SUBMISSIONS, IDENTIFY VIABLE APPROACHES, AND CONDUCT INITIAL DOWN-SELECTION

The purpose of this initial review is to identify viable approaches and determine a manageable number of offerors with the greatest opportunity for award. The evaluation which will be utilized for this step are:

- (1) Past Performance
- (2) Experience in Providing the Same or Similar Services
- (3) Quality Control and Quality Assurance
- (4) Brief Description of Approaches
- (5) Resources Required - to support the technical approach selected (to include key personnel)
- (6) Estimated Cost

The first five elements are of approximate equal weight and together are significantly more important than cost. Entire submission will be evaluated with regards to each of the above identified criteria.

At this point offerors rated unfavorably will be encouraged to voluntarily withdraw from the selection process. Offerors no longer considered for evaluation will be promptly notified and debriefed on the results of the evaluation as requested pursuant to statutory requirements. However, the Offerors receiving a debriefing as a result of this process will be unable to continue to Phase II.

Offerors who fail to submit the requested information in the Project Agreement when first published (i.e., fail to submit the initial submission requested above) by the due date will not be considered for further evaluation.

Phase II - Issue Statement of Need

After the initial down-selection, the Project Team will issue a SON to those offerors who remain under consideration. The SON/RFP will provide detailed requirements necessary to meet the Project Objective and instructions for further submission. The offerors remaining under consideration will be given the opportunity to submit a proposal in response to the SON.

M.3 PRICE EVALUATION

The Project Team will evaluate offers for award purposes by adding the Offeror's proposed total prices for the base year and all options periods as presented in Section B, Supplies or Services and Prices or Costs schedules. The evaluated options in the unit price tables are not a representation by the Government that the quantities or options will be ordered. The prices will be evaluated in accordance with FAR 15.404-1 to ensure a realism, fair and reasonable price.

M.4 COMPETITIVE RANGE

If the Government does not exercise the option to award the contract on the basis of initial offer(s), then the Government will make the determination as to which offers are to be included in the competitive range. The competitive range will be determined on the factors described in the Section M and shall include all offers which have a reasonable chance of being selected for award.

M.5 DISCUSSION/BEST AND FINAL OFFERS

The Government may accept an offer and enter into a contract based on the initial submission, if this occurs, there will not be discussion or best and final offers.

If this does not occur, all offerors selected to participate in discussion will be advised of deficiencies in their offer and will be given a reasonable opportunity to correct or resolve the deficiencies and to submit such price or cost, technical or other revisions to their offer as they desire. At the conclusion of discussions, a final common cut-off date which allows a reasonable opportunity for submission of written best and final offers will be established, and those offerors still within the competitive range will be notified to submit best and final offers.

Best and final offers will be evaluated using the factors established in the Project Agreement/SON/RFP. Following the analysis of the best and final offers, the proposal that offers the best value to the Government considering the evaluation factors and price will be selected for award.

The Government reserves the right to make a determination of award based on the evaluation of the initial submissions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

M.6 BASIS OF CONTRACT AWARD

Award will be made to the Offeror who proposal provides the best value to the Government, price and other factors considered. The Offeror is determined to be responsible according to the standards of FAR Subpart 1 and complies with all applicable laws and regulations and agrees to terms and conditions set forth in the RFP. The Offeror's proposal is prepared in accordance with the instruction set forth in the PA and SON and demonstrates the offer's capability to perform the scope of work required and meets the mandatory requirements set forth in Section C of the PA and SON/RFP.

The PTO will not award a contract at a significantly higher cost to achieve slightly superior features.

J.1 GOVERNMENT FURNISHED EQUIPMENT

Modems - 3
Terminals - 11
Keyboards - 11
Bar Code Readers -15
Printers - 3
Personal Computer - 1
Hand Held Radios - 1
Inventory devices - 0
Tall Ladders - 44
Medium Ladders - 5
Small Ladders - 2
Step Stools - 0
Mail bag racks - 7
Library Carts - 0
Mailroom Carts - 10 Long & 7 Short
Regular Carts - 45
Fans - 24 Tall & 1 desk
Bar Code Label Maker - 1

(The above GFE is subject to change. The Government will update as applicable)